

man vs. Taylor, 6 G. & J., 323. *Dulaney vs. Hoffman*, 7 G. & J., 170, and *Cole vs. Albert & Renge*, 1 Gill, 412. And in view of the principles settled in them, and the influence which the Court of Appeals has given to the evidence upon which the several complainants in those cases have relied to vacate preferences, alleged to be void under our insolvent laws, I should not feel myself warranted in pronouncing against the transaction impeached by this bill.

It must, therefore, be dismissed, though considering it to be a case by no means free from difficulty, it will be dismissed without costs. The opinion which I have formed upon the facts, renders it unnecessary to decide the legal questions which have been so well argued by the counsel on both sides.

C. F. MAYER, DAVID STEWART and T. S. ALEXANDER for Complainants.

J. P. KENNEDY and R. JOHNSON for Defendants.

[The decree in this case was affirmed by the Court of Appeals.]

JOHN B. PEYTON	}	DECEMBER TERM, 1849.
vs.		
ROBERT H. AYRES ET AL.		

[CONSTRUCTION OF DEEDS—ANNUITY.]

In construing deeds, the courts are, first, by an inspection of the grant, to ascertain what the parties intended should be effected by it, and then, so to expound it as to accomplish that intention, unless expressions are employed which positively forbid it.

Where the premises (which word constitutes every thing which precedes the *habendum*,) make it clear that the intention was to secure the plaintiff an annuity of \$120, during the natural life of M. A., the court will construe the deed so as to effectuate this intention, though the *habendum* contain no words of limitation defining the duration of the estate.

In case of a mortgage payable by instalments, a sale will be decreed of so much of the property as will pay the amount due, and the decree will stand as a secu-